

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.4485 of 2016
Date of Decision: 29.03.2017

Sh. Nathi Ram

... Petitioner

Versus

The Authority, Minimum Wages Act
and others

... Respondents

CORAM:- HON'BLE MR. JUSTICE RAJIV NARAIN RAINA

Present: Mr. Kanwardeep Singh, Advocate,
for the petitioner.

RAJIV NARAIN RAINA, J.

1. The challenge in this petition is to an order passed by the Authority under the Minimum Wages Act, 1948 at Karnal allowing the claim application presented under Section 20 of the Act. The prayer is for quashing the order on the ground of illegality and certain alleged admissions made by the respondent in his recorded testimony. The petitioner claims that the respondent was a *Siri* or servant/farmhand engaged by lease and contract for service to help in weeding operations

2. The lease deed on which the claim is based by the petitioner was oral according to the learned counsel for the petitioner and, therefore, there is admission that no legal evidence was available with the employer to prove that the respondent was a *Siri* and not labour engaged for work. In absence of solid evidence to establish independent contract, an inference

can be drawn that there was a contract of service between the parties where Kala was required to take out weeds from the sugarcane field planted over 8 acres of land by the petitioner. Farm labour fall in the schedule to the Minimum Wages Act, 1948 for whom minimum wages are prescribed by the Deputy Commissioner of the District. The expression “wages” in the Act is defined by Section 2 (h) to mean: “all remuneration capable of being expressed in terms of money which would if the terms of the contract of employment express or implied were fulfilled be payable to a person employed in respect of his employment or of work done in such employment...” Section 2 (i) defines “employee” to mean: “any person who is employed for hire or reward to do any work skilled or unskilled manual or clerical in a scheduled employment in respect of which minimum rates of wages have been fixed;...”

3. The expressions are of wide amplitude and are not restricted to hard cash, negotiable instruments and the like. Share in crop to defray labour costs are a reward for work hired by landowner and represent wages which are not necessarily to be paid at intervals and monthly rests. They may be paid by the end of season in lump sum. They become wages spread over time, so long as they can be easily quantified in terms of money and so long as they are ultimately paid in cash. There is no dispute that the petitioner allowed the respondent to enter his land to help in weeding out wild grass on his fields. There was definitely a working relationship between the two which was not governed by lease deed or contract in writing to hold otherwise. Nor could the parties contract out of the law, see

Section 25.

4. Among the agriculturist classes according to custom wages can be paid in kind. See, Section 11 of the Act which extends the net of the law in the Act to cover cases falling in this provision which reads:-

“11. Wages in kind

(1) Minimum wages payable under this Act shall be paid in cash.

(2) Where it has been the custom to pay wages wholly or partly in kind the appropriate government being of the opinion that it is necessary in the circumstances of the case may by notification in the Official Gazette authorize the payment of minimum wages either wholly or partly in kind.

(3) If appropriate government is of the opinion that provision should be made for the supply of essential commodities at concession rates the appropriate government may by notification in the Official Gazette authorize the provision of such supplies at concessional rates.

(4) The cash value of wages in kind and of concessions in respect of supplies of essential commodities at concession rates authorized under sub-sections (2) and (3) shall be estimated in the prescribed manner.”

5. I would, therefore, find no reason to disturb the findings of fact recorded by the Authority under the Minimum Wages Act after appreciating the evidence and arriving at the conclusion in favour of the claimant worker. Authorities under the Minimum Wages Act are not expected to write a thesis while deciding claims for unpaid minimum wages. Moreover, the amount involved in this petition is merely in a sum of ₹15,000/- and odd which is trifling for this Court to interfere in the discretionary and extraordinary jurisdiction provided by Article 226 of the Constitution of India.

6. I would, therefore, find no valid and genuine reason to entertain this petition any further against an order of a Tribunal decided the claim on

facts and would dismiss it as devoid of merit.

(RAJIV NARAIN RAINA)
JUDGE

29.03.2017
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<i>Whether speaking/reasoned</i>	<i>Yes</i>
<i>Whether reportable</i>	<i>Yes</i>